

## § 1 General provisions

### I. Introductory information

1. The General Terms and Conditions of Orders (hereinafter referred to as **GTCs**) shall apply to each contract concluded on the basis of a Purchase Order (hereinafter referred to as **PO**) by EME Aero Sp. z o.o. (a limited liability company) with its registered office in Jasionka (hereinafter referred to as **EME**) with third parties conducting business activities, including natural persons, legal persons and organisational units which are not legal persons (hereinafter referred to as the **Contractor**).
2. The GTCs shall be an integral part of EME request for quotation in each case.
3. In agreement with the Contractor, additional or different provisions to those set out in the GTCs may be introduced into the PO.
4. If additional or different provisions are introduced into the PO, the GTCs shall apply to the extent not covered in the PO by such provisions.
5. Titles of individual paragraphs and points of the GTCs have been provided for editorial purposes and do not constitute the basis for interpretation of the provisions of the GTCs.
6. The wording used in the GTCs apply to both the singular and the plural regardless of the form in which it is used.

### II. Definitions

Terms used in the GTCs are understood to mean:

1. **EME** – means EME Aero Sp. z o.o. with its registered office in Jasionka, Jasionka 949, 36-002 Jasionka, entered into the Business Register of the National Court Register kept by the District Court in Rzeszów, 12<sup>th</sup> Commercial Division of the National Court Register under number 0000709341, tax id. number (NIP): PL5170385680, business id. number (REGON): 368986102, waste database number (BDO): 000127407,
2. **Documentary Form** – means a scan of a previously signed document or a document bearing an electronic signature other than a qualified electronic signature or correspondence by e-mail; wherever the phrase Documentary Form is used in the GTCs, the Written Form is also permitted,
3. **Written Form** – means a document signed by hand or a document bearing a qualified electronic signature,
4. **General Terms and Conditions of Orders (GTCs)** – means the provisions of these General Terms and Conditions of Orders,
5. **Contractor's Personnel** – means the Contractor's or Subcontractor's employees, coworkers, contractors, suppliers, carriers or other third parties directly or indirectly performing activities related to the performance of the Contract,
6. **PO** – means EME's Purchase Order document for the Goods or Service together with all attachments, to which the GTCs apply, whereby the Contractor's failure to reject the PO together with the GTCs shall result in the conclusion of the Contract,
7. **Subcontractor** – means a third party to whom the Contractor subcontracts part of the activities covered by the Contract,
8. **Law** – means the law in force within the territory of the Republic of Poland, including applicable European and international law, unless expressly excluded in the Contract,
9. **Force Majeure** – means, in relation to each Party, an external event, beyond the control of the Party concerned, which is not attributable to the Party concerned, which was not known at the date of conclusion of the Contract, which could not have been foreseen or avoided, affecting the performance of the Contract, including, but not limited to, strikes, closure of all or part of the workplace, fires, inundations, natural events such as earthquakes or landslides, violent atmospheric phenomena such as hurricanes or storms, weather conditions, wars, riots, acts of terrorism, hacking attacks, acts of public authority resulting in among others nationalisation, expropriation, destruction of or damage to the property of the Party concerned and the prevention of conducting business, changes in the law, court rulings, embargoes, international sanctions, interruptions or restrictions in the supply of utilities such as electricity, water, gas, telecommunications services,
10. **Party** – means EME or the Contractor,
11. **Parties** – means collectively EME and the Contractor,
12. **Goods** – means tangible goods (including things, products, equipment, raw materials, auxiliary materials, documentation, services, works and others) and intangible goods (including intellectual property rights e.g. patents, utility models, industrial designs, trademarks, copyrights), the sale and/or delivery of which constitutes the subject matter of the Contract,
13. **Contract** – means the contract concluded between EME and the Contractor on the basis of the PO, including all attachments and the GTCs, which constitute an integral part of the Contract,
14. **Service** – means all services provided for the benefit of EME by the Contractor under the Contract, regardless of the nature, type and name of the Contract, including, but not limited to, services accessory to the sale and/or delivery of the Goods, related to for example, assembly, installation, training in the operation or service of the Goods,
15. **Contractor** – means a third party with whom EME has concluded a Contract, obliged to deliver Goods, provide Services, perform other factual and legal acts or obtain rights to tangible or intangible property for the benefit of EME.

### III. Legal acts

The GTCs refer to the most important legal acts (in the version in force as of the date of conclusion of the Contract), the application of which is required:

1. Act of 23 April 1964 the Civil Code (hereinafter referred to as **Civil Code**),
2. Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas,

3. Commission Delegated Regulation (EU) 2019/429 of 11 January 2019 supplementing Regulation (EU) 2017/821 of the European Parliament and of the Council as regards the methodology and criteria for the assessment and recognition of supply chain due diligence schemes concerning tin, tantalum, tungsten and gold,
4. Commission Delegated Regulation (EU) 2020/1588 of 25 June 2020 amending Annex I to Regulation (EU) 2017/821 of the European Parliament and of the Council by establishing volume thresholds for tantalum or niobium ores and concentrates, gold ores and concentrates, tin oxides and hydroxides, tantalates and carbides of tantalum,
5. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as **GDPR**),
6. Act of 10 May 2018 on the protection of personal data,
7. Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC (hereinafter referred to as **REACH**),
8. Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine,
9. Council Regulation (EC) No 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items,
10. Act of 29 November 2000 on foreign trade in goods, technologies and services of strategic importance for national security, as well as for the maintenance of international peace and security.

#### **IV. Applicable law**

1. In matters not regulated by the Contract, the law of the Republic of Poland shall apply, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
2. The Parties undertake to make every effort in good faith to amicably resolve disputes or differences of opinion arising out of the Contract or its interpretation. Should an amicable resolution of the dispute fail, the Parties mutually agree that all disputes arising in connection with the Contract shall be resolved by the common court of local and material jurisdiction over EME's registered office.
3. In the event of disputes, the Polish version of the GTCs shall apply.

#### **V. Severability clause**

The invalidity or unenforceability of any provision of the Contract, including the GTCs, shall not adversely affect the validity or enforceability of the remaining terms and conditions of the Contract, including the GTCs. In such case, the Parties shall take steps in good faith to replace the invalid or unenforceable provision with another equivalent or most similar provision that reflects the original intent and will of the Parties at the time of the conclusion of the Contract.

#### **VI. Preliminary statements**

1. Acting on the basis of Article 4c of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions, EME declares that it has the status of a large entrepreneur.
2. EME declares that the terms and conditions of the Contract are set forth in the text of the PO with its attachments and the GTCs, excluding the use of any forms and the Contractor's general terms and conditions, even if EME has not separately expressly objected in each case.
3. In the event of a conflict of provisions between the various documents of the Contract involving arrangements between the Parties, the arrangements in the document with the higher hierarchy shall be deemed to take precedence over the arrangements in the document with a lower position in the hierarchy. The following hierarchy of documents is established:
  - 1) PO,
  - 2) attachments to the PO (excluding the Contractor's offer),
  - 3) GTCs,
  - 4) Contractor's offer.

#### **VII. Place where the GTCs are made available**

The GTCs are an integral attachment to the Contract concluded with the Contractor and are made available in the Cooperation tab on EME's website (<https://www.eme-aero.com>).

#### **§ 2 Rules of confidentiality**

1. The following confidentiality rules shall apply to Contractors who are not bound by a separate confidentiality agreement with EME.
2. The confidential information (hereinafter referred to as the **Confidential Information**) is any and all information, data, documents, items related to the functioning and activities of EME, including, in particular, but not exclusively of technical, technological, commercial, organisational and legal nature, as well as any other of economic value, including among the others: design data, designs, drawings, protocols, diagrams, notes, models, printouts, test results, photographs, films, recordings, instructions, manuals, training documents, specifications, characteristics, procedures, methods, techniques, processes, databases, software, hardware, devices, machines, materials, goods, samples, parts, scraps, technical models (e.g. 3D models), prototypes, master copies, tools, apparatuses or similar items, price lists, margins, lists of clients and/or contractors, plans, reports, analyses, budgets, statements, know-how, knowledge, experience, industrial property rights (regardless of whether they have been registered or may be registered).

3. The Confidential Information means all information, data, documents and items referred to in § 2.2 of the GTCs, regardless of:
  - 1) whether they have been transferred physically, orally, in writing or in any other form, including e.g. electronically, or observed by the Contractor,
  - 2) whether they have been transferred by EME or by third parties having actual and/or legal relationships with EME, including third parties affiliated directly or indirectly with EME,
  - 3) whether they are owned by EME or by third parties having actual and/or legal relationships with EME, including third parties affiliated directly or indirectly with EME,
  - 4) whether they have been marked as confidential,
  - 5) whether they were transferred before or after the date of the Contract conclusion.
4. The Confidential Information also includes all information, data, documents and items created directly and/or indirectly on the basis and/or in connection with the information referred to § 2.2 of the GTCs.
5. The Contractor undertakes in particular to:
  - 1) keep the Confidential Information in secrecy,
  - 2) use the Confidential Information only for the purpose for which the Confidential Information has been provided to the Contractor,
  - 3) not to: analyse, decompile, decode, cut, compare, compile or take any other actions aimed at: recreate, redesign, use for: production, operation or repair or reverse engineering of any Confidential Information of a technical or technological nature, unless such actions result directly from the purpose of transferring the Confidential Information,
  - 4) take actions and apply procedures to ensure confidentiality of the Confidential Information and to protect the Confidential Information provided against theft or unauthorised access,
  - 5) protect the Confidential Information with utmost care against disclosure and/or unauthorised use and take all possible measures to protect the Confidential Information against disclosure, in each case to the same extent as that applied by the Contractor to secure its own confidential information,
  - 6) ensure that the Confidential Information is not reproduced without material need, and if it is necessary to reproduce the Confidential Information, to supervise every copy of the Confidential Information (including in the scope of the place of its storage and persons having access thereto) and mark all copies as EME confidential information,
  - 7) limit the scope of persons who will have access to the Confidential Information to the Contractor's Personnel who need this information and to the extent that such knowledge is necessary, and in the remaining scope not to disclose the Confidential Information,
  - 8) immediately inform EME about any breach of confidentiality of the Confidential Information or use of the Confidential Information contrary to the Contract.
6. EME is and remains the owner and/or holder of the Confidential Information disclosed to the Contractor.
7. EME does not transfer the ownership right and does not grant the Contractor expressly or implicitly any licence or any other legal title to the Confidential Information, including to any intellectual property right.
8. All documents, data carriers and other items which are the Confidential Information and/or contain the Confidential Information provided by EME shall remain the property of EME.
9. The Confidential Information is provided without any guarantee, express or implied, including guarantee as to quality, accuracy, fitness for a particular purpose, non-infringement of confidentiality or intellectual property rights.
10. Upon completion of the Contract and upon any request by EME in Documentary Form, the Contractor shall immediately, not later than 30 (thirty) days, under the terms and conditions of the DAP (INCOTERMS 2020), at its own expense, return all Confidential Information in the possession of the Contractor received in physical form (including, but not limited to, items, data carriers) and in the remaining scope permanently and irreversibly destroy or otherwise dispose of all Confidential Information in the possession of the Contractor.
11. EME is entitled to indicate that the Confidential Information to be returned is to be destroyed or removed, as well as to indicate another method of destruction or removal of the Confidential Information, or to indicate additional obligations related thereto.
12. Upon EME's request provided to the Contractor in Documentary Form, the Contractor shall submit, within 10 (ten) days from receiving the request, a statement confirming the performance and manner of performance of activities referred to in § 2.10 and § 2.11 of the GTCs.

### **§ 3 Subcontracting**

1. The Contractor may subcontract part of the activities related to the performance of the Contract to a Subcontractor only with the prior approval of EME in Documentary Form.
2. The Contractor shall ensure that the Subcontractor complies with the terms and conditions of the Contract, in particular the GTCs and the confidentiality rules referred to in § 2 of the GTCs, to the same extent as the Contractor. The Contractor shall be liable for the Subcontractor's actions as for its own.
3. The Contractor shall, whenever requested by EME, provide in Documentary Form a list of the Subcontractors who are involved in the performance of the Contract.
4. In the event of non-performance or improper performance of the Contract, including the GTCs by a Subcontractor, the Contractor shall, upon any request by EME with justification, immediately, no later than within 7 (seven) days, remove the Subcontractor to which EME's request relates.

#### **§ 4 Quality Management**

1. The Contractor shall provide an appropriate quality management system corresponding to EME's regulations, if EME requires it.
2. In the case of a continuous business relationship with EME, the Contractor shall immediately notify EME of any changes affecting the quality of the Goods and Services delivered, in particular with regard to the organisation, location or the production/manufacturing process.
3. EME reserves the right to approve and implement audits of the Contractor's quality management system, as well as other audits related to the performance of the Contract.

#### **§ 5 Contractor's obligations**

1. The following provisions establish, but not limit, the Contractor's obligations.
2. The Contractor shall deliver Goods and provide Services:
  - 1) in accordance with all legal requirements of the Republic of Poland, the European Union and the place of performance of the Contract, in particular the Law on safety, the environment, employment, accident prevention and other regulations governing health and safety at work,
  - 2) in accordance with the Contract and guidelines, recommendations, internal procedures applicable to EME,
  - 3) free from defects and unencumbered by rights of third parties,
  - 4) appropriate to the purpose specified in the Contract or, in the absence of such information, appropriate to the purpose for which such Goods and/or Services are customarily used,
  - 5) with the utmost care.
3. The Contractor is obliged to notify EME of any special arrangements/requirements for operation, service and disposal that are not generally known, which may be required in connection with the performance of the Contract.
4. The Contractor is obliged to notify EME of any change in any address, contact details and/or any other details of the Contractor enabling the Contract to be performed.
5. The Contractor is obliged to take organisational and technical measures appropriate to the state of the art to ensure the confidentiality, authenticity, integrity and availability of its IT systems, components and processes used in the performance of the Contract and/or any data/information transmitted or otherwise made available by EME. The Contractor is obliged to impose appropriate obligations in this respect on the Subcontractors and regularly monitor their compliance.
6. The Contractor is obliged to immediately inform EME in Document Form of all IT security incidents that have occurred or are suspected and that affect the Contractor's operations or the performance of the Contract, to the extent that EME is or may actually or probably be affected by them. This shall also apply to IT security incidents at Subcontractors that process and/or store EME data/information. The Contractor must also inform EME of the corrective measures taken.
7. The Contractor shall grant EME and/or a third party acting on behalf of and/or for the benefit of EME the right, which may be exercised at any time and upon prior notice in Document Form, to conduct IT security audits at the premises of the Contractor and any Subcontractor to the extent that the Contractor or Subcontractor processes and/or stores EME data/information in its own systems. For this purpose, the Contractor shall provide EME and/or a third party acting on behalf of and/or for EME with access to its facilities relevant to the audit, in particular IT facilities, during normal business hours.
8. Upon EME's request provided to the Contractor in Documentary Form, the Contractor, at its own expense, is obligated to conduct an environmental-social-governance (ESG) assessment through a third party designated by EME, and to make the received assessment available to EME.

#### **§ 6 Payment terms and invoicing rules**

##### **I. Remuneration of the Contractor**

1. In consideration for the Goods delivered or Services performed by the Contractor in accordance with the Contract, EME shall pay the remuneration set out in the Contract, provided that the invoice delivered to EME is correctly issued, i.e. in accordance with the applicable Law and EME's requirements. The remuneration set out in the Contract is net and does not include VAT. VAT will be added to the remuneration by the Contractor to the extent provided for by the applicable Law. The Contractor's remuneration shall include all direct and indirect costs related to the performance of the Contract, including fees and other taxes, the Contractor's expenses, costs of production, processing, storage, packaging and transport, unless otherwise agreed by the Parties in the Contract.
2. Unless otherwise agreed between the Parties, the time limit for payment of invoices shall be 30 (thirty) days from the date of issue of the invoice, with the invoice to be delivered to EME no later than 2 (two) working days after its issue.
3. Payment of the Contractor's remuneration shall be made by transfer to the Contractor's bank account number indicated on the invoice. The date of payment shall be the date on which EME's bank account is debited, and EME's payment shall not constitute acceptance of the Goods and/or Services as compliant with the Contract.
4. Invoices for the performance of partial deliveries of Goods or Services shall be payable in accordance with the payments terms, not earlier than the payment date specified in the schedule for the last item and upon completion of all deliveries of Goods or Services under the Contract. If discounts have been agreed, the total amount on the invoice will be reduced by them.

##### **II. Invoicing rules**

1. Invoices shall be issued in electronic form, in .pdf format. The invoice must be accompanied by the required attachments, if such are provided for in the Contract.
2. Invoices shall be delivered by e-mail to EME-Incoming-Invoices@eme-aero.com or any other designated by EME, unless otherwise indicated in the Contract or the applicable Law indicate a different method of delivery of invoices.

3. The invoice shall be issued in accordance with the applicable Law and shall include: the PO number assigned by EME, the invoice number and date, the date of performance, the relevant Polish Classification of Products and Services code according to the classification scheme currently in force or the GTU number, the description of the Goods or Services, the type of packaging, the quantity, the unit of measurement, the unit price and the total value, the terms of payment, terms of delivery (INCOTERMS 2020), the country of origin, the customs tariff code of the country of dispatch (if required) and the address of the purchasers and the address of the consignee (name and place of final delivery of the Goods or Services), and for cross-border deliveries within the European Union, also the VAT number and bank details (IBAN and SWIFT).
4. If an incorrect invoice is issued, EME shall inform the Contractor of the error. Upon receipt of the information from EME, the Contractor shall issue an invoice of correction to zero and deliver a new correctly issued invoice to EME.
5. Applies to Contractors who are active VAT payers registered in the Republic of Poland: The Contractor shall ensure that the bank accounts to which EME is to make payment are and will be declared in the list of VAT taxpayers published by the Ministry of Finance, the so-called "white list" (hereinafter referred to as the **List**). If no bank account of the Contractor is disclosed in the List, EME shall have the right to withhold payment until the bank account is disclosed in the List. If the Contractor's bank account indicated on the invoice is not disclosed in the List, EME shall have the right to make payment to another account of its choice shown in the List. Until the Contractor has obtained a bank account entry in the List and informed EME of this, non-payment shall not be treated as a default or delay and, in such case, the Contractor shall not be charged any late interest for this period.

### **III. Assignment of claims**

The Contractor shall not be entitled to transfer its rights, obligations, receivables to third parties without obtaining, under pain of nullity, the prior consent of EME in Documentary Form.

## **§ 7 Terms and conditions for performance of the Contract**

### **I. Placing and amending orders**

1. The PO requires a Documentary Form under pain of nullity. In all correspondence related to the performance of the Contract, the Contractor must indicate the PO number assigned by EME together with the item number.
2. The Contract is concluded if the Contractor does not reject EME's PO in Documentary Form within 3 (three) working days of receipt and if within this period EME does not declare in Documentary Form that the order is cancelled.
3. EME may require the Contractor to make changes to the subject matter of the Contract in particular, concerning the design or process, the manner in which the Goods are made or the Services are provided. In such a case, the consequences, especially those relating to additional costs or reductions in costs and dates of delivery of Goods' or provision of Services, shall be agreed by the Parties in Documentary Form under pain of nullity.
4. The Contractor is obliged to immediately notify EME in Documentary Form of proposals for amending the Contract and the related costs and effects, however, any amendments shall be subject to EME's prior approval in Documentary Form under pain of nullity.

### **II. Place of performance of the Contract**

The place of delivery of the Goods and provision of the Services shall be the freight gate at EME's premises, unless otherwise agreed by the Parties.

### **III. Term of performance of the Contract**

1. The Contractor is obliged to deliver the Goods or provide the Services for the benefit of EME in a timely manner in accordance with the date established in the Contract.
2. The Contractor is obliged to immediately notify EME in Documentary Form of the possibility of a delay in the delivery of Goods or the performance of Services, stating the number and item of the PO in the case of Goods or Services and the expected date of performance of the Contract, whereby a change in the date of performance of the Contract shall require EME's prior approval in Documentary Form under pain of nullity.
3. EME may change the performance dates set out in the Contract if the planned demand for Goods or Services has changed as a result of, for example, updates to EME's work schedule, production delays or other business disruptions. EME shall inform the Contractor in a timely manner of the circumstances causing a change in the date of performance of the Contract. The Contractor undertakes to meet the deadline for delivery of the Goods or performance of the Service according to the revised date.
4. If the delivery of Goods or the provision of Services is delayed in relation to the dates set in the Contract, EME may in particular:
  - 1) require the Contractor to reimburse any expenses reasonably incurred by EME to procure substitute Goods or Services from another Contractor without giving the Contractor additional time to perform the Contract and without the need to obtain court approval to perform the Contract at the Contractor's expense and risk,
  - 2) demand payment of a contractual penalty in the amount of 0,5% of the Contractor's net remuneration as set forth in the Contract for each day of default, however the sum of contractual penalties may not exceed 15% of the net contractual remuneration. The contractual penalty shall be paid by the Contractor within 21 (twenty-one) days of receipt of the demand for payment in Documentary Form. EME is entitled to seek additional compensation in excess of the contractual penalties on the general principles under the Civil Code.
  - 3) neither Party shall be liable for any delay in performance of the Contract or failure to perform its obligations under the Contract if such delay or failure is due to Force Majeure. The occurrence and termination of events caused by the Force Majeure shall be communicated to the other Party immediately, no later than 5 (five) days from the date of the occurrence or termination of the Force Majeure, whereby:
    - a) the Party informing of the Force Majeure is obliged to specify the event, its causes and the consequences for the performance of the Contract,

- b) the Party that has given notice in Documentary Form with evidence of the Force Majeure event and of its duration will be relieved of its obligations or of meeting the deadline for its obligations for as long as the event continues.

The time limit for the performance of mutual obligations will be extended accordingly for the duration of the event. An event deemed to be Force Majeure by one Party shall not be accepted as such by the other Party unless the notice referred to above is given.

- 4) The Contractor shall, at its own expense, take all reasonable measures to perform the Contract despite the Force Majeure. If the duration of the Force Majeure is not foreseeable or the delay lasts for more than 2 (two) months, EME has the right to terminate/withdraw from the Contract.

#### **IV. Acceptance**

1. Delivery of Goods or performance of the Services to the place indicated in the Contract shall not constitute acceptance of such Goods or Services by EME. EME shall be given a reasonable period of time to inspect, verify the documentation provided or carry out trials of the Goods or Services and/or to report any defects.
2. During the unloading of the Goods, EME will carry out a preliminary inspection of the Goods by verifying the conformity of the Goods with the shipping documents, in terms of the quantity and type of Goods, as well as in terms of visible damage to the packaging. EME will not inspect the packaging for its contents and the quantity of unit packages or the Goods delivered. If at this stage it can be established that the quantity and type of Goods do not comply with the terms of the Contract, EME may refuse to accept the delivery of the Goods and set an additional period for the delivery of Goods that comply with the Contract.
3. The unloading of the Goods is completed at the time of signing the documents relating to the acceptance of the Goods delivered to EME's premises (e.g. CMR, consignment note or other release document) and, if applicable, the transport damage report, although the signing of the acceptance documents does not imply confirmation of the Goods' conformity with the Contract. Unloading of the Goods shall take place at the expense and risk of the Contractor.
4. The qualitative acceptance of the Goods or Services for compliance with the Contract shall be carried out by EME within 30 (thirty) days from the date of acceptance of the Goods or Services, unless otherwise agreed by the Parties. The period referred to in the preceding sentence shall be deemed to have been complied with if, before its expiry, EME sends a notice of a defect, non-conformity, even if the notice reaches the Contractor after the expiry of this period.
5. If non-conformity of the Goods or the Service with the Contract is detected, EME may, at its sole discretion, call upon the Contractor to deliver the Goods or perform the Service in accordance with the terms of the Contract, indicating to the Contractor an additional period of time for this purpose, or terminate/withdraw from the Contract demanding the removal of the Goods or the Service from the place of delivery.
6. If a defect is discovered during qualitative acceptance, the Contractor shall remedy the defect within the period specified by EME.
7. In the event that the Contractor fails to remedy the defect within the aforementioned period, EME is entitled to remedy defect itself or to entrust the remedy to a third party, in each case at the expense and risk of the Contractor without the need for court approval or setting of an additional period by EME. The Contractor shall not be entitled to additional remuneration for remedying the defects or making corrections.
8. In the case referred to above and in the case of other grounds for the Contractor's liability, EME may charge the Contractor with the costs of substitute performance as referred to in § 7.IV.7 of the GTCs and with the costs related to the detection and remediation of defects (e.g. costs of: additional tests, expert opinions, disassembly, assembly, labour, material, transportation of the defective and defect-free Goods and/or related to the movement of the Good outside the place of performance of the Contract). EME may deduct these costs from the Contractor's remuneration and the Contractor agrees to this.
9. EME's right to claim reimbursement from the Contractor for the costs referred to in § 7.IV.7 and § 7.IV.8 of the GTCs shall not exclude EME's right to charge the Contractor with contractual penalties for default in the performance of the Contract and additional compensation on general principles in the event that the amount of contractual penalties does not cover EME's damage in full.
10. Risk of loss or damage to the Goods and ownership of the Goods shall pass to EME upon completion of unloading at EME's premises, unless the Goods require additional activities or Services of the Contractor, in which case risk of loss or damage to the Goods and ownership shall only pass to EME upon completion of quality acceptance.
11. The provisions of this clause will apply mutatis mutandis to the Services, including items delivered as part of the Services provided.

#### **V. Ownership of materials and documentation provided to the Contractor**

1. All drawings, documents and other design documentation handed over to the Contractor, as well as materials and movable property handed over, shall remain the property of EME or of third parties in a factual and/or legal relationship with EME and shall not be copied, reproduced, published or made available to third parties by the Contractor without EME's consent.
2. In the event that the Contractor, within the framework of the Contract, processes or transforms materials received from EME or produces new Goods from EME materials, the Parties agree that EME shall be entitled to ownership of the produced, transformed or processed Goods regardless of the value of the Contractor's efforts.
3. If EME materials are joined or mixed with other materials and items in such a ratio that they cannot be separated, EME shall become the co-owner of the created Goods in a share proportionate to the value EME material had at the time of joining or mixing. In the event that the materials supplied by EME have a significantly lower value than the other materials, then the Parties consider that EME shall be entitled to a share in the ownership of the Goods created from the joining or mixing in proportion to the value of the EME materials.
4. The Contractor shall take custody of the property of which EME is the owner or co-owner without charge, exercising the utmost care and ensuring proper storage conditions.

## **VI. Intellectual property rights**

1. The Contractor warrants that there are no applicable patents or other industrial property rights, copyrights and other related rights and know-how of third parties that could be infringed by EME as a result of the use or disposal of the acquired Goods or Services.
2. The Contractor undertakes to indemnify EME in the event that any third party allegations or objections are presented to EME in connection with the infringement of the rights referred to in § 7.VI.1 of the GTCs and to pay all potential costs (including for legal services) and damages directed to EME or awarded against EME at EME's first request.
3. As part of the contractual remuneration, the Contractor shall grant EME a 10 (ten) year, territorially unlimited, irrevocable, transferable, with the right to grant further sub-licences, non-exclusive licence to use the Contractor's copyrights and know-how in relation to the Goods delivered and the Services provided (hereinafter referred to as the **Work**) or shall undertake to ensure that such licence is granted to EME in all existing fields of exploitation in particular: 1) within the scope of recording and multiplication of the Work – production of copies of the Work by a specific technique, including printing, reprography, magnetic recording and digital technique, 2) within the scope of trading in the original or copies on which the Work has been recorded – marketing, lending or leasing of the original or copies, 3) within the scope of dissemination of the Work in a manner other than that specified in subpoint 2) – public performance, exhibition, display, reproduction, broadcasting and re-broadcasting, as well as making the Work available to the public in such a way that everyone could have access to it at a place and time selected by themselves.
4. If the Goods or Services have been made solely on the basis of materials and documents received from EME or have been made, developed or adapted on the basis of materials and documents of the Contractor and received from EME, it is prohibited to perform such Goods and Services or elements thereof for the benefit of third parties without EME's prior consent in Written Form under pain of nullity.

## **VII. Export restrictions**

1. EME declares that it is subject to the export control regulations and special security requirements (hereinafter referred to as **export regulations**) of the individual countries and territories (in particular the European Union and the United States of America), including in particular those indicated in § 1.III.9 and § 1.III.10 of the GTCs, as well as to the extraterritorial regulations of the USA, in accordance with the wording of the Export Administration Regulation (hereinafter referred to as **EAR**). In light of the export regulations, EME is obliged in particular:
  - 1) to control the circle of persons with access or potential access to technology, as well as information, documents, materials containing technical or technological data,
  - 2) to verify the persons to whom, access to technology, as well as information and documents, materials containing technical or technological data will be granted or to whom such access may potentially be granted,
  - 3) not to: engage in or carry out activities or transactions involving third parties, countries or end-users with whom cooperation is prohibited under applicable export regulations.
2. The Contractor undertakes to familiarise itself and strictly comply with the export regulations.
3. If, in connection with the performance of the Contract, the Contractor has actual or potential access to technology, as well as information, documents, materials containing technical or technological data, the Contractor is obliged to engage for the performance of the Contract only such persons whose country of citizenship or country of permanent residence is a member state of the European Union and to provide EME, upon request submitted in Documentary Form, information in this respect. If the Contractor intends to engage a person who does not meet the conditions referred to in the preceding sentence to perform the Contract, the Contractor is obliged to notify EME in advance in Documentary Form and to actively cooperate with EME in order for EME to obtain the relevant decisions, approvals, authorisations.
4. The provisions of § 7.VII.3 of the GTCs may also apply in cases where the Contract is performed in whole or in part at EME's premises. Accordingly, EME reserves the right to revoke permission for the Contractor's Personnel delegated to perform the Contract to enter and/or be present at EME's premises.
5. The Contractor acknowledges that export regulations may constitute restrictions on its business activities, to which it agrees. The Contractor acknowledges that these restrictions shall not constitute grounds for asserting any claim against EME.

## **VIII. Contractor's insurance**

The Contractor is obliged to have adequate business liability insurance and product liability insurance. Proof of insurance must be provided to EME whenever requested. Upon EME's request, the Contractor is obliged to transfer to EME claims for damages against the insurer.

## **IX. Termination of the Contract by mutual agreement of the Parties**

The Contract may be terminated at any time with the consent of both Parties expressed in Documentary Form.

## **X. Health and safety rules**

1. The Contractor shall be responsible for the health and safety of the Contractor's Personnel and third parties in connection with the performance of the Contract in accordance with the applicable Law.
2. During the performance of the Contract at EME's premises, the Contractor is obliged to comply with EME's regulations, procedures, guidelines, internal regulations on health and safety, as well as to comply with the instructions given by EME's personnel.

## **XI. Contractor's Code**

The Contractor is obliged to comply with the rules set out in the Contractor's/Supplier's Code (hereinafter referred to as the **Code**) applicable to EME in its current version available on EME's website (<https://www.eme-aero.com>) and to cooperate only with Subcontractors who undertake to comply with the standards set out in the Code. The Contractor shall immediately notify EME in Documentary Form of any breach of the Code noticed by it and of any risk of breach of the Code, and shall provide a description of the

corrective measures taken to remedy the breach. If the Contractor fails to take appropriate corrective measures, EME is entitled to take appropriate legal remedies, including through termination of/withdrawal from the Contract. EME or a third party acting for and on behalf of EME is entitled to verify the Contractor's compliance with the Code, at reasonable intervals and without notice. In this regard, the Contractor shall provide EME or third parties acting for and on behalf of EME with access to the premises of its registered office during normal business hours and full insight and access to all documents, data and systems relating to the performance of the Contract.

#### **§ 8 Quality and warranty obligations**

1. The Contractor warrants that the Goods and Services delivered/performed by the Contractor have no physical or legal defect, are made in a professional manner with the utmost care and are suitable for the purposes and uses for which they are to be used in accordance with the Contract.
2. Unless otherwise agreed or a longer period is provided for by the Law, the Contractor shall provide EME with a warranty for a period of 36 (thirty-six) months from the date on which ownership of the subject matter of the Contract or the performance of the Service passes to EME.
3. Notice of a physical or legal defect must be given in Documentary Form within 30 (thirty) days of the discovery of the defect. The period referred to in the preceding sentence shall be deemed to have been complied with if, before its expiry, EME sends a notice of a defect, even if the notice reaches the Contractor after the expiry of this period.
4. The Contractor is obliged to remedy the defect within the period specified by EME. If the Contractor fails to remedy the defect or fails to properly remedy the defect within the aforementioned period, EME is entitled to remedy the defect itself or to entrust the remedy to a third party, in each case at the expense and risk of the Contractor without the need for court approval or the setting of an additional period by EME. The Contractor shall not be entitled to additional remuneration for remedying defects or making corrections.
5. In the event of a 3 (three) times unsuccessful repair, EME is entitled to demand either the replacement of the item with a defect-free item or to terminate/withdraw from the Contract.
6. To the extent possible, activities performed under the warranty will take place at EME's premises.
7. The Contractor is obliged to cover all costs related to the detection and remediation of the defect (including, but not limited to, costs of: substitute performance, additional tests, expert opinions, disassembly, assembly, labour, materials, transportation of the defective and defect-free Goods, and related to the movement of the Goods outside the place of performance of the Contract), whereby EME may deduct these costs from the Contractor's remuneration and the Contractor agrees to this.
8. The Contractor authorises EME to exercise the Contractor's warranty rights against third parties against whom the Contractor has such rights, i.e. in particular against the manufacturers of the delivered Goods and the materials, devices, equipment used to perform the Service, as well as the Contractor's personnel.
9. The provisions in force shall apply to statutory warranty claims.

#### **§ 9 Specific terms and conditions for the procurement of Goods**

##### **I. Terms and conditions of transport and delivery of Goods**

1. The Contractor is obliged to package, label and transport hazardous products in accordance with the applicable Law, including compliance with all obligations set out in REACH. The Contractor shall provide EME with a product safety data sheet in Polish in all cases specified in REACH. The Contractor warrants that all substances contained in the Goods and Services have been pre-registered, registered (or exempted from registration) and/or, if required, authorised in accordance with the applicable requirements set out in REACH for the uses disclosed by EME. If the Goods or Services delivered are "articles" within the meaning of Article 7 of REACH, the preceding sentence applies to substances released from the Goods or Services. The Contractor also undertakes to notify EME immediately if any element of the Goods or Services contains a substance in a concentration of more than 0,1% per weight if the substance meets the criteria of Articles 57 and 59 of REACH (so-called "substances of very high concern" (SVHCs)). This also applies to packaging materials.
2. The Contractor is responsible for all activities related to the loading of the Goods, the proper securing of the Goods for transport to EME's premises and the activities related to the unloading of the Goods at the place indicated by EME.
3. The Contractor shall ensure that the Goods are packaged in accordance with applicable standards and EME guidelines, in a manner adequate to secure and protect the Goods and sufficient to ensure safe loading, transportation and unloading, in accordance with applicable Law relating to materials relevant to transport safety (including regulations governing the transportation of hazardous materials: ADR, ATA 300, IATA-DGR, ICAO-TI, IMDG and RID), applicable health and safety regulations, and in a manner that ensures inspection at the place of delivery, taking into account the following requirements:
  - 1) the Goods weighing more than 50 kg or with dimensions exceeding the possibility of convenient and safe manual unloading by one person must be delivered on a pallet or other base to allow unloading by equipment designed for this purpose (forklift trucks, pallet trucks),
  - 2) the Goods must be properly secured for transport in a way that prevents them from being displaced in compliance with health and safety regulations,
  - 3) EME guidelines on the type and method of packaging of the Goods must be taken into account,
  - 4) the Goods must be delivered using vehicles which are suitably adapted for this purpose and in good technical condition,
  - 5) the unloading of the Goods shall be carried out at the place designated by the EME personnel in accordance with their instructions,
  - 6) the Contractor shall provide the Contractor's Personnel unloading the Goods with appropriate personal protective equipment and appropriate protective clothing,



- 7) during unloading operations, the vehicle from which the Goods are unloaded is to be duly secured against controlled or uncontrolled movement,
  - 8) if any damage to the Goods or their packaging is found during unloading, a transport damage protocol shall be drawn up by the Parties and signed by the EME personnel and a person from the Contractor's Personnel.
4. All relevant documents relating to the Goods (for example, proof of delivery, certificates, etc.), should be delivered at the latest together with the Goods. The Contractor shall provide EME with the technical documentation, all certificates (including CE), manuals (including user manuals), bulletins, letters, information and other documents necessary to enable EME to use, operate, maintain, service and repair the delivered Goods to the extent required by EME, in paper form and electronically, at no additional charge. The proof of delivery shall contain the PO number, including the item number, details of the person responsible on EME's part and the date of delivery, the type of packaging, EME's part number (if any), the quantity and weight of the consignment, the delivery address (unloading address), information on the attached documents and references to all partial deliveries.
  5. Deliveries constituting a whole should be properly marked. The Goods from outside the European Union or consigned from within the European Union but with an unregulated customs status should be marked in accordance with the applicable requirements. Documents confirming the Contractor's customs clearance of the Goods shall be sent to EME by e-mail, at the latest on the day preceding the day of delivery of the Goods. Failure to comply with any of the above obligations or any damage to the Goods, quality discrepancies, documentation deficiencies, or any damage to the Goods or packaging, shall entitle EME to refuse acceptance of the Goods, except where responsibility for non-compliance does not lie with the Contractor.
  6. The Contractor is obliged to comply with all Laws relating to the export of the Goods. The Contractor is obliged to notify EME of the applicable export classification of the ordered Goods for each Contract. Where applicable, the Contractor shall provide EME with a completed and signed "Supplier Declaration of Export Controls" form. The Contractor must inform EME of any changes and/or amendments to the export classification. The Contractor shall immediately apply for the relevant export licences and other permits to the competent authorities in accordance with the end-use statements and send copies to EME.
  7. The Contractor is obliged to ensure the continuity and security of the supply chain and to monitor and comply with the current legal status. The Contractor shall, upon EME's request provided in Documentary Form, provide relevant evidence, in particular internationally recognised certificates or declarations (e.g. AEO, C-TPAT) and support EME during official inspections and ensure comparable standards of supply chain continuity and security to the Contractor's business partners. The Contractor shall immediately inform EME of changes or threats to this. The Contractor shall protect the Goods performed/delivered for the benefit of EME or third parties designated by EME from unauthorised access and interference.

## **II. Conditions of stockholding**

1. The Contractor undertakes to maintain an adequate level of stock of parts and to ensure the availability of deliveries of Goods for at least 10 (ten) years from the date of the last delivery of Goods to EME.
2. In the event that the Contractor ceases to deliver the Goods during or after the period indicated in § 9.II.1 of the GTCs, the Contractor is obliged to allow EME to place the last order for the Goods at normal market conditions in good time.

## **III. Withdrawal from the Contract**

1. EME reserves the right to withdraw from the Contract in particular in the cases of:
  - 1) failure to begin performance of the Contract for reasons attributable to the Contractor,
  - 2) interruption without EME's consent and for reasons attributable to the Contractor, of the performance of the Contract for a period exceeding 7 (seven) days,
  - 3) unjustified delays in the performance of the Contract caused by the Contractor amounting to at least:
    - a) 10 (ten) days if the deadline for delivery of the Goods or the Service was up to 30 (thirty) days,
    - b) 20 (twenty) days if the deadline for delivery of the Goods or the Service was between 31 (thirty-one) and 90 (ninety) days,
    - c) 30 (thirty) days if the deadline for delivery of the Goods or Service was more than 90 (ninety) days,
  - 4) improper performance by the Contractor of its contractual obligations, in particular under § 2.5, § 3.4, § 7.IV.2, § 7.IV.5, § 7.VI, § 7.VII, § 7.X, § 7.XI, § 9.I, § 12 of the GTCs,
  - 5) breach by the Contractor, Subcontractor or Contractor's Personnel of regulations and procedures of an internal nature applicable to EME,
  - 6) loss by the Contractor of its ability to perform the Contract,
  - 7) deterioration of the Contractor's financial situation or enforcement or security proceedings against the Contractor,
  - 8) the risk of initiating bankruptcy, restructuring or liquidation proceedings against the Contractor,
  - 9) others specified in the Contract and/or GTCs.
2. Unless a different date is indicated in the Contract or the GTCs, the right to withdraw from the Contract shall be vested in EME within 60 (sixty) days of becoming aware of the occurrence of the circumstances referred to in § 9.III.1 of the GTCs and shall not exclude EME's right to withdraw from the Contract under the rules provided for in the Civil Code.
3. The declaration of withdrawal from the Contract shall be made in Documentary Form under pain of nullity.

## **§ 10 Specific terms and conditions for the provision of the Services**

### **I. Termination of the Contract**

EME is entitled to terminate the Contract by giving 3 (three) months' notice with effect at the end of the month, at any time, under pain of nullity in Documentary Form.

## II. Immediate termination of the Contract

1. EME shall have the right to terminate the Contract immediately, without notice, for important reasons, in particular in cases:
  - 1) if the Contractor fails to perform the Contract or performs it in breach of the applicable Law or the contractual obligations, in particular those arising from § 2.5, § 3.4, § 7.IV.2, § 7.IV.5, § 7.VI, § 7.VII, § 7.X, § 7.XI, § 9.I, § 12 of the GTCs,
  - 2) if the Contractor, the Subcontractor or the Contractor's Personnel, despite receiving a request in Documentary Form from EME to perform the Contract in accordance with the regulations and procedures of an internal nature applicable to EME, continues to fail to perform the Contract or performs the Contract in breach of such regulations and procedures,
  - 3) if, as a result of wilful misconduct or gross negligence, the Contractor causes damage to EME of a value exceeding 50,000,00 (fifty thousand 00/100) PLN,
  - 4) if the Contractor has failed to implement the post-audit conclusions as to infringements, shortcomings and/or irregularities identified in the course of the audits referred to in the GTCs, in particular § 4.3, § 5.7 and § 12.7 of the GTCs,
  - 5) if the Contractor's assets have been seized or the performance of the Contract is threatened as a result of proceedings initiated against the Contractor's assets,
  - 6) if there is a threat of bankruptcy, restructuring or liquidation proceedings against the Contractor, or if enforcement or security proceedings are carried out,
  - 7) others specified in the Contract and/or GTCs.
2. A declaration of termination of the Contract with immediate effect shall be made in Documentary Form under pain of nullity.

### § 11 Protection of personal data

1. Each Party undertakes to comply with the applicable regulations on personal data protection, including in particular those indicated in § 1.III.5 and § 1.III.6 of the GTCs.
2. EME declares that it is the controller of the personal data processed within the framework of the Contract, including the personal data of the Contractor's representatives, contact persons and Personnel, within the meaning of Art. 4 para. 7 of the GDPR. For more information on the processing of personal data, please refer to the information clause available on EME's website (<https://www.emeaero.com/>).
3. The Contractor shall make EME's Information Clause available to its representatives, contact persons, Contractor's Personnel and Subcontractors for inspection or inform them of the place where it is available.

### § 12 Anti-corruption policy

1. The Contractor shall ensure that, in connection with the performance of the Contract, it shall comply with all applicable Law in the area of anti-corruption issued by the authorised bodies of the Republic of Poland and the European Union, both directly and by acting through third parties affiliated with the Contractor directly or indirectly.
2. The Contractor declares that it has implemented procedures to prevent corruption and conflict of interest.
3. The Contractor further declares that, in connection with the performance of the Contract, it shall apply all applicable requirements and internal regulations with regard to standards of ethical conduct, anti-corruption, lawful accounting of transactions, costs and expenses, conflicts of interest, giving and accepting gifts and anonymous reporting and clarification of irregularities, both directly and by acting through third parties affiliated with the Contractor directly or indirectly.
4. The Contractor warrants that, in connection with the conclusion and performance of the Contract, the Contractor, nor any of its owners, partners, shareholders, officers, directors, Personnel, or any other person acting on its behalf and/or for its benefit, has not made, has not offered, nor will promise to make or offer, or authorise the making of any payment or other transfer constituting a financial benefit or any other benefit directly or indirectly to any of the following: 1) an officer, director, employee, or agent of the Parties or any third party affiliated with the Parties directly or indirectly, 2) a public official, defined as an individual performing a public function within the meaning given to that term in Law or where the registered offices of the Parties or third parties affiliated with the Parties directly or indirectly are located, 3) a political party, a member of a political party, or a candidate for public office, 4) to an agent or intermediary in return for the payment of any of the above, 5) any other third party - in order to obtain their decisions, influence or actions that may result in any illegal favouritism, or for any other improper purpose, if such action violates or would violate the Law in the area of anti-corruption, whether directly or by acting through third parties affiliated with the Contractor in a direct or indirect manner.
5. The Contractor shall immediately inform EME of any breach of the provisions of § 12.1 - § 12.4 of the GTCs. Upon EME's request provided in Documentary Form, the Contractor shall immediately provide information and answer reasonable questions that relate to the performance of the Contract with respect to compliance with the provisions of this anti-corruption clause.
6. In cases of suspected corrupt activities carried out in connection with or for the purpose of the performance of the Contract by any representatives of either Party, the Parties undertake to cooperate in good faith to clarify the circumstances surrounding possible corrupt activities.
7. The Contractor agrees to audit the Contractor's books and records where necessary to ensure the Contractor's compliance with its obligations under § 12 of the GTCs.

### § 13 Final provisions

1. Unless the Contract or the Law provide otherwise, all amendments to the content of the legal relationship between EME and the Contractor shall, under pain of nullity, require Documentary Form.
2. If the Goods or Services provided by the Contractor contain tantalum, tungsten, tin or gold (hereinafter referred to as **conflict minerals**), the Contractor is obliged to ensure that the conflict minerals are sourced from responsible smelters/supply sources that meet the requirements of the UN guidelines and the regulations referred to in § 1.III.2, § 1.III.3 and § 1.III.4 of the GTCs and are not

involved in the financing of armed conflicts, in particular in the Democratic Republic of Congo and neighbouring countries. Upon request from EME, the Contractor shall provide all information necessary to determine the source of conflict minerals.

3. EME is entitled to provide information related to the Contract to third parties affiliated with EME directly or indirectly, of which the Contractor is aware and agrees.
4. The Contractor may only communicate the cooperation with EME, using EME's company name and logo, subject to EME's prior consent expressed in Documentary Form. A 1:1 draft publication should be submitted to EME for approval well in advance. It is mandatory to follow the EME guidelines when using the EME word and graphic branding.